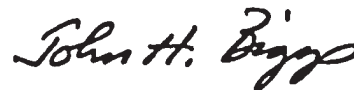


TIAATeachers Insurance and Annuity Association
730 Third Avenue New York, NY 10017-3206**GROUP TOTAL DISABILITY BENEFITS POLICY**
Contributory and Nonparticipating

Policyholder	Saint Louis University
Policy Number	D-1048
Date Policy Takes Effect	September 1, 1989
Date of Policy Anniversary	July 1 and each future July 1st.

This policy is issued to you (the Policyholder) by Teachers Insurance and Annuity Association of America (TIAA) to provide the insurance set forth in this policy to each insured Employee. **PLEASE READ THE POLICY. IT IS IMPORTANT.** A Table of Contents can be found on the next page.

TIAA will issue you certificates to be given to each insured Employee. The certificate will set forth the main features of this policy that apply to the Employee.



Chairman and
Chief Executive Officer

Countersigned-----
Registrar

This contract provides replaced wording for, but is a continuation of, the contract for Group Policy D-1048 issued to you by TIAA on September 1, 1967. The prior contract along with: 1) the application for it, and 2) all and any amendments or endorsements, are a part of this contract and together constitute the Group Policy. This contract reflects the provisions of the Group Policy in effect on September 1, 1989 and will apply to a term of Total Disability that starts on or after that date.

3300

EXHIBIT A

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The Employee is any of your employees.

Active Work or Actively At Work is performing one's occupation for wages at the normal place of work required by you.

Total Disability or Totally Disabled is:

- (A) for the first thirty months of Total Disability, being completely unable due to sickness, bodily injury or pregnancy to perform the Employee's normal occupation; and
- (B) after the first thirty months, being unable due to sickness, bodily injury or pregnancy to perform any occupation for which the Employee is reasonably suited by education, training or experience.

The Monthly Wage Base is one-twelfth of the Employee's basic annual wage payable by you at the start of a term of continuous Total Disability. The basic annual wage excludes overtime pay, bonuses, and other types of extra compensation. (If the Employee's basic annual wage consists of other than twelve monthly payments, the Monthly Wage Base will be one-twelfth of the total annual amount of such payments.)

Benefits From Other Sources are benefit amounts available or provided to the Employee during a Total Disability as set forth below:

- (A) **Social Security or Similar Benefits:** These are any benefit amounts that are payable for disability or retirement on the Employee's wage record under the Social Security Act of the United States or any similar United States or foreign government program.
 - (1) Included in these amounts are benefits that are payable to the Employee and to his or her dependents who are defined as such in the act or program. Any reduced amounts payable for the Employee's retirement will be included only if such amounts are elected. Any retirement benefit amounts being paid to an Employee age 70 or over will not be included if the amounts were being paid prior to the date Total Disability started.
 - (2) These amounts will be determined under the provisions of the act or program in effect at the time TIAA benefits are first payable for a term of Total Disability.
 - (3) These amounts, except any reduced retirement benefits, will be deemed payable unless the required application for benefits and proofs of loss have been filed with and declined by the government program. Before receipt of the government program's written benefit decision, TIAA will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources. If the TIAA estimate and amounts awarded differ, TIAA will adjust Benefits From Other Sources accordingly after it receives the written benefit decision.

(A) **Social Security or Similar Benefits (Cont'd).**

(4) If these amounts decrease or stop because the Employee:

- (a) performs work for wages which exceed the amount permitted to be earned under the act or program; or
- (b) refuses to accept rehabilitation under the act or program;

TIAA will not adjust Benefits From Other Sources to reflect the change.

(B) **Workers' Compensation or Similar Benefits:** These are any benefit amounts, including one sum amounts, that are paid for disability under any Workers' Compensation Law or similar law. One sum amounts will be divided into monthly amounts to be applied during the time for which the sum was paid or is estimated by TIAA to have been paid. Benefits From Other Sources will not include amounts paid to the Employee for a continuous disability that starts before a Total Disability for which benefits are payable under this policy.

Changes in the Amounts of Benefits From Other Sources.

(A) TIAA will not adjust Benefits From Other Sources by:

- (1) any cost of living increase that takes effect in such benefits after the date TIAA benefits are first payable for a term of Total Disability; or
- (2) any increase in such benefits that is payable for dependents who are acquired after the date TIAA benefits are first payable for a term of Total Disability.

(B) If any other change occurs in the amounts of Benefits From Other Sources, except as set forth above in (A) (4), the amount of benefits payable by TIAA after the date of the change will be adjusted to reflect the change.

Eligible Classes of Employees. To be in a class eligible for insurance, an Employee must be a full-time permanent Employee, other than a member of the International Union of Operating Engineers, Local II, AFL-CIO; Service Employees International Union, Local 50; Bartenders, Waiters, Waitresses, Cooks, Hotel Employees, Local Union 332; or District 9 International Association of Machinists and Aerospace Workers. Under this policy, non-faculty Employees who work less than thirty-two hours a week are not full-time Employees.

When an Employee Becomes Eligible for Insurance. An Employee in an eligible class becomes eligible for insurance on the later of:

- (A) the date this policy takes effect; or
- (B) the first day of the month after one year of service in an eligible class. However, if the Employee was insured under a prior employer's group total disability insurance policy, the Employee will be eligible for insurance on the first day of the month which falls on or next follows the date he or she entered an eligible class if:
 - (1) the prior policy provided income benefits for five or more years of Total Disability; and
 - (2) the Employee was insured under the prior policy within three months before the date he or she entered the eligible class;

provided the Employee is Actively At Work on the date he or she is to become eligible. If not Actively At Work on that date, the Employee will become eligible on the date of return to Active Work.

POINT II: BECOMING INSURED (CONT'D)

When an Employee Becomes Insured. An eligible Employee becomes insured on the date he or she becomes eligible.

PART III: TOTAL DISABILITY BENEFITS

When Benefits Start. Benefits will be payable as of the first day of the month after six months of continuous Total Disability if:

- (A) Total Disability:
 - (1) starts while the Employee is insured under this policy; and
 - (2) does not result from any cause listed in "PART IV: TOTAL DISABILITIES NOT COVERED"; and
- (B) the Employee gives to TIAA Notice of Claim and Proof of Total Disability as set forth in PART VI; and
- (C) for payment of the Monthly Annuity Premium Benefit, certain conditions are met. These conditions are set forth in this PART under "Types of Benefits (B)."

No benefits will be payable for the first six months of continuous Total Disability.

Duration of Benefits. After benefits start, they will continue to be payable each month during a term of continuous Total Disability. The last benefit payment will be made as of the first day of the month in which the earlier of these events occurs to the Employee.

- (A) Termination of Total Disability; or
- (B) Attainment of one of these age or time limits.

<u>Age When Total Disability Starts</u>	<u>Maximum Duration of Benefits</u>
Less than 63	to age 68
63 but less than 65	4 1/2 years
65 but less than 68 1/2	to age 70
age 68 1/2 or over	1 year

Types of Benefits.

(A) The Monthly Income Benefit

Schedule 1

This Schedule applies to an Employee who is not insured under Schedule 2 and who was employed prior to March 1, 1986.

The Monthly Income Benefit is equal to:

- (1) 60% of the Employee's Monthly Wage Base not to exceed a benefit of \$1,800 per month;

less
- (2) the sum of the Benefits From Other Sources that apply to the same month. (However, in the case of the last benefit payment, TIAA will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in "PART I: DEFINITIONS OF TERMS USED IN THIS POLICY."

In no event will the Monthly Income Benefit be less than: \$50; or

if greater, 15% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

Schedule 2

This Schedule applies to an Employee who is not insured under Schedule 1.

The Monthly Income Benefit is equal to:

- (1) 60% of the Employee's Monthly Wage Base not to exceed a benefit of \$6,000 per month;

less
- (2) the sum of the Benefits From Other Sources that apply to the same month. (However, in the case of the last benefit payment, TIAA will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in "PART I: DEFINITIONS OF TERMS USED IN THIS POLICY."

In no event will the Monthly Income Benefit be less than: \$50; or

if greater, 15% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

Payment of the Monthly Income Benefit. This benefit is payable by TIAA to the Employee as of the first day of each month. Payment is subject to TIAA's right to receive proof of continued Total Disability. TIAA reserves the right to pay any Monthly Income Benefit to any person as trustee for the Employee if the trustee is a person by whom or an institution in which, the Employee is being maintained. Before payment is made to any person as trustee, TIAA must be satisfied that the Employee is not able, for physical or mental reasons, to accept the payment. Such payment will discharge TIAA's obligation for that payment. TIAA will not be liable for the acts or neglects of any trustee to whom payment is made.

(B) The Monthly Annuity Premium Benefit is equal to:

10% of that portion of the Employee's Monthly Wage Base that is subject to Social Security (FICA) taxes plus 12% of the balance of such Monthly Wage Base.

This benefit will be credited to TIAA and College Retirement Equities Fund (CREF) annuities for the Employee:

- (1) if he or she was participating in your retirement plan at the start of Total Disability; and
- (2) as long as he or she does not elect, at any time during Total Disability, the full benefit payable from the TIAA Retirement Annuity Contract or CREF Retirement Unit-Annuity certificate under any option available.

The Monthly Annuity Premium Benefit does not apply to TIAA-CREF Supplemental Retirement Annuities (SRAs) or to premiums paid to them.

Payment of the Monthly Annuity Premium Benefit. This benefit is not payable to the Employee. It will be paid by TIAA as of the first day of each month to be credited to a TIAA Retirement Annuity Contract and/or a CREF Retirement Unit-Annuity Certificate for the Employee. Any payment made to such TIAA and/or CREF annuity will be divided according to any option available at the time the payment is made. No payment will be made before the date TIAA receives and approves a completed application for the contract or certificate, unless the Employee already owns such a contract or certificate. Payment is subject to TIAA's right to receive proof of continued Total Disability.

PAR IV: TOTAL DISABILITIES NOT COVERED

No benefits will be paid if Total Disability is caused by:

- (A) an injury or a sickness that is intentionally self-inflicted; or
- (B) an injury or a sickness that results from war, declared or not declared.

An Employee's insurance will cease on the earliest of:

- (A) the date this policy terminates; or
- (B) the date this policy is changed to terminate insurance on the class of Employees to which the Employee belongs; or
- (C) the date the Employee stops Active Work in an eligible class, except as set forth below in "Leaves of Absence" and "Total Disability Absence"; or
- (D) the date that ends the period for which the Employee made the last required premium contribution.

Leaves of Absence. When an Employee stops Active Work in an eligible class, insurance will continue and employment will be deemed to continue if you remit the required premiums for the Employee and:

- (A) the Employee is on a leave of absence and receives at least one-quarter pay. During such leave, insurance may be continued to the end of twenty-four months; or
- (B) the Employee is on a leave of absence approved by your Board of Trustees and receives less than one-quarter pay as long as such leave is for: (1) full-time study for an advanced degree; or (2) work in the field of education or research such as a Fulbright Award, foundation grant or government project. During such leave, insurance may be continued to the end of twenty-four months; or
- (C) the Employee is on a leave of absence for pregnancy. During such leave, insurance may be continued to the end of four months after the pregnancy ends.

For an Employee on leave, the Monthly Wage Base will be based on the wages payable by you just prior to the start of the leave.

Total Disability Absence. When an Employee stops Active Work in an eligible class due to his or her Total Disability, insurance may be continued as long as premiums are paid during such absence. No premiums are payable for an Employee while he or she is receiving benefits under this policy.

During Leaves of Absence and Total Disability Absence, you must continue insurance and pay premiums in a manner that precludes individual selection.

PART VI: GENERAL PROVISIONS

The Contract. This policy, your attached application, and Employee applications, if any, make up the entire contract between you and TIAA. Any statement in writing made by you or by the Employee will be a representation, not a warranty. No statement made by an insured Employee will be used to avoid this policy or in defense of a claim unless it is in writing, signed by the insured Employee.

Only an Executive Officer or a Registrar of TIAA may: bind TIAA by making a promise or a representation; or accept a representation that relates to this policy.

Only an Executive Officer may approve a change to this policy or waive any of its provisions. No change in this policy will be valid unless it is evidenced by: an endorsement on the policy; or an amendment to the policy signed by you and TIAA.

TIAA has issued this policy on acceptance of the application in the State of New York, where this policy will be performed. The effect and validity of this policy are governed by New York State law. TIAA issues this policy in consideration of the payment of required premiums.

Premiums.

- (A) **Premium Payment.** Premiums are to be paid by you at TIAA's home office in New York, NY. The first premium is due on the date this policy takes effect. Future premiums are due on the first day of each month thereafter. You may pay premiums on or before their due dates. Failure to pay a premium when due is a default. Premiums will be paid for all insured Employees; but not for an Employee to whom benefits are being paid under this policy.

Initial premium rates are \$.31 per month per \$100 of Monthly Income Benefits and \$.51 per month per \$100 of Monthly Annuity Premium Benefits for all insured Employees. TIAA may, as of any premium due date, change the premium rates for this insurance. A change in rates will be made only after TIAA has given you at least thirty days written notice of the change.

- (B) **Grace Period.** You will be given thirty-one days from a premium due date to pay each premium that is due after the first one. Insurance will continue during this period. A premium not paid by the end of this period will bring about the automatic termination of this policy. If this policy terminates for any cause, you will owe all due and unpaid premiums; this includes a pro rata premium for the time this policy was in force during the grace period.

Policyholder Information to be Given to TIAA. On request, you will give to TIAA any information that is required to: administer this policy; and determine changes in premium rates. TIAA will have the right at any reasonable time to inspect any records in your possession that relate to this policy.

Change of Policy. TIAA and you may by agreement change any part of this policy without the consent of: any Employee; or any other person who is referred to in this policy. A change in this policy will not affect an Employee's benefits for a Total Disability that exists on the date the change takes effect.

How the Policy can be Terminated.

- (A) **By the Policyholder.** If not in default of any premium payment, you may terminate this policy as of any premium due date by giving notice in writing which is received before such date at TIAA's home office. If in default, this policy will terminate automatically as set forth in PART VI under "Premiums, (B) Grace Period."
- (B) **By TIAA.** TIAA may terminate this policy as of any date set forth below by giving notice in writing which is mailed to you at least ninety days before this date:
 - (1) The date of this policy's anniversary; or
 - (2) Any premium due date, if on a prior premium due date fewer than 10 Employees are insured under this policy; or
 - (3) Any premium due date, if on a prior premium due date less than 75 percent of the Employees eligible for insurance are insured under this policy.

Termination of this policy will not affect an Employee's benefits for a Total Disability that exists on the date this policy terminates.

Clerical Error. Clerical error will not cause insurance in force to cease, nor will it continue insurance that has been terminated.

Assignment.

- (A) **Of the Policy by the Policyholder.** You may assign this policy. No assignment will bind TIAA unless it is in writing and until it is filed at TIAA's home office. TIAA is not responsible for whether any assignment is valid.
- (B) **Of Insurance by the Employee.** No Employee may assign any insurance provided under this policy. Any such action will be void and of no effect.

Notice of Claim, Proof of Total Disability and Other Proofs. TIAA must receive in writing both notice of claim and proof of Total Disability within twelve months after the start of Total Disability. Forms for filing proof will be sent to you or the Employee when TIAA receives written notice of a claim. If forms are not sent within fifteen days after TIAA's receipt of notice, the Employee will be deemed to have met this policy's condition for filing proof by submitting in writing, within the required twelve months, proof of the occurrence, character and extent of the Total Disability. Written proof of continued Total Disability is required at reasonable intervals to be determined by TIAA. All proof must be satisfactory to TIAA.

No claim will be denied or reduced if: it is shown that it was not reasonably possible to give notice of claim or proof of Total Disability at the time it was required; and such notice or proof is given as soon as reasonably possible.

TIAA may require as part of the proof of Total Disability: statements of treating physicians; copies of test reports or examinations; x-rays; hospital records; medical examinations by impartial specialists at TIAA's expense; and investigations conducted by TIAA or outside agencies. TIAA will have the right and the chance to examine the Employee at such times as it may reasonably require during the time a claim is pending.

Other proofs that TIAA may require are: sufficient evidence that the Employee has applied for all of the Benefits From Other Sources; and prompt receipt of all written benefit decisions made by the providers of the Benefits From Other Sources.

Overpayment of Benefits. Any overpayment of benefits must be repaid to TIAA. To recoup the amount overpaid, TIAA, at its option, will:

- (A) require that the amount be repaid by the Employee to TIAA in one sum; or
- (B) withhold the amount from the Employee's future benefits payable under this policy; or
- (C) take any legal action it deems necessary.

Legal Proceedings Against TIAA. No action or suit will be brought to recover under this policy unless it is brought later than sixty days after proof of Total Disability has been given as required by this policy. No such action will be brought at all unless it is brought within two years from the end of the time within which proof of Total Disability is required by this policy.

Service of Process upon TIAA. TIAA will accept service of process in any action or suit against it on this contract in any court of competent jurisdiction in the United States, Puerto Rico or Canada, if such service is properly made. TIAA will also accept such process sent to it by registered mail if the plaintiff is a resident of the state, district, territory, or province in which the action or suit is brought. This section does not waive any of TIAA's rights, including the right to remove an action or a suit to another court.

Correspondence and Requests for Benefits. No notice, proof, form, application, premium payment, or request for benefits will be deemed to be received by TIAA unless it is received at TIAA's home office. All benefits are payable at TIAA's home office. Any questions about this policy or inquiries about TIAA's services should be directed to:

TIAA
730 Third Avenue
New York, NY 10017

RIDER TO THE GROUP POLICY

Saint Louis University

(Policyholder)

D-1048

(Policy No.)

1

(Rider No.)

June 1, 1991

(Date Rider Takes Effect)

This Rider amends the Group Policy issued by TIAA to the Policyholder named above. It is made a part of the Group Policy on the date this Rider takes effect.

It is agreed that the Group Policy is amended and changed as set forth on the attached page(s).

Teachers Insurance and Annuity Association

Signature of
Policyholder: Saint Louis University

By: _____

Official Title: _____

(Registrar)

RIDER TO THE GROUP POLICY

FOR A TERM OF TOTAL DISABILITY THAT STARTS ON OR AFTER JUNE 1, 1991.

PART III: TOTAL DISABILITY BENEFITS, Types of Benefits, the Monthly Annuity Premium Benefit is amended to read as follows:

- (B) The Monthly Annuity Premium Benefit is equal to a percentage of the Employee's Monthly Wage Base if he or she was participating in your formal retirement plan at the start of Total Disability. It is determined by his or her percentage of contributions to your retirement plan as follows:

<u>Percentage of Employee Contribution</u>	<u>Monthly Annuity Premium Benefit as a Percentage of the Employee's Monthly Wage Base</u>
0%	0%
4%	10%

Six percent (6%) of the Employee's Monthly Wage Base will be paid as a premium remitted on behalf of the Employee under the terms of your retirement plan. It will be credited to the TIAA and College Retirement Equities Fund (CREF) Group Retirement Annuity contracts for the Employee:

- (1) if periodic premiums were being paid at the start of Total Disability under your retirement plan to TIAA and/or CREF Group Retirement Annuity contracts on behalf of the Employee; and
- (2) if all or part of such premiums were being paid by you; and
- (3) as long as the Employee does not elect, at any time during Total Disability, the full retirement or lump sum benefit payable from such TIAA and/or CREF contracts under any option available.

Rider No: 1

Group Policy No: D-1048

Effective Date: June 1, 1991

RIDER TO THE GROUP POLICY (CONT'D)

Four percent (4%) of the Employee's Monthly Wage Base will be credited to TIAA and/or CREF Retirement Annuities or TIAA and/or CREF Supplemental Retirement Annuities (SRAs) for the Employee as follows:

- (1) It will be credited to TIAA and CREF retirement annuities if periodic premiums were being paid at the start of Total Disability under your retirement plan to a TIAA Retirement Annuity Contract or CREF Retirement Unit-Annuity on the Employee's life; or
- (2) It will be credited to TIAA and CREF Supplemental Retirement Annuities (SRAs) if periodic premiums were being paid at the start of Total Disability under your retirement plan to a TIAA-CREF SRA or to any other mutual fund available under your formal retirement plan.

In no event will the 4% of the Employee's Monthly Wage Base be paid if, at any time during Total Disability, the Employee elects the full benefit payable from either:

- (1) the TIAA Retirement Annuity Contract or CREF Retirement Unit-Annuity Certificate under any option available; or
- (2) the TIAA and CREF SRAs under any option available.

Payment of the Monthly Annuity Premium Benefit. This benefit is not payable directly to the Employee. It will be paid by TIAA as of the first day of each month to be credited to the Employee under a TIAA and/or CREF Group Retirement Annuity contracts and if applicable to be credited to a TIAA Retirement Annuity Contract and/or CREF Retirement Unit-Annuity Certificate or a TIAA SRA Contract and/or CREF SRA Certificate for the Employee. Any payment made to such TIAA and/or CREF annuity or SRAs will be divided according to any option available at the time the payment is made. No payment will be made before the date TIAA receives and approves a completed application for the contract or certificate, unless the Employee already owns such a contract or certificate. Payment is subject to TIAA's right to receive proof of continued Total Disability.

RIDER TO THE GROUP POLICY

Saint Louis University

(Policyholder)

<u>D-1048</u>	<u>2</u>	July 1, 1991
(Policy No.)	(Rider No.)	(Date Rider Takes
Effect)		

This Rider amends the Group Policy issued by TIAA to the Policyholder named above. It is made a part of the Group Policy on the date this Rider takes effect.

It is agreed that the Group Policy is amended and changed as set forth on the attached page(s).

Teachers Insurance and Annuity Association

Signature of
Policyholder: Saint Louis University

By: _____

Official Title: _____

(Registrar)

1991

RIDER TO THE GROUP POLICY

EFFECTIVE JULY 1, 1991 THE PROVISION(S), AS SET FORTH BELOW, WILL APPLY.

PART V: WHEN INSURANCE CEASES, is amended by the addition of the following:

Conversion of Insurance. When an Employee's insurance ceases due to employment termination, an Employee may purchase insurance under a conversion policy without providing proof of good health. For insurance to be issued, the terms listed below must be met.

I. Terms related to this policy.

- (A) The Employee must have been insured under this policy for at least 12 continuous months. These months must directly precede the date insurance ceases. Insurance, if any, under a group policy this policy replaced can be counted in these 12 months.
- (B) Insurance must have ceased solely because employment terminated; not as a result of termination of: this policy; insurance on the Employee's class; or transfer of the Employee to an ineligible class.
- (C) Insurance must not be ceasing because of an Employee's retirement.
- (D) The Employee must not be Totally Disabled under this policy.

II. Other Terms.

- (A) The Employee must apply for insurance under the conversion policy and pay the first premium within 31 days after insurance ceases under this policy.
- (B) The Employee must not be eligible for insurance under any other employer's group Total Disability plan within the 31 days after insurance ceases under this policy.

Rider No. 2

Group Policy No: D-1048

Effective Date: July 1, 1991

RIDER TO THE GROUP POLICY (CONT'D)

III. Terms related to the conversion policy.

- (A) The first premium will be based on the rates in use by TIAA on the Employee's effective date of insurance under the conversion policy. Renewal premiums will be based on the rates in use by TIAA on the renewal date. Rates are based on age as of the Employee's nearest birthday.
- (B) Insurance under the conversion policy will take effect on the day after insurance under this policy ceases.

If benefits for the Employee are payable under this policy, his or her coverage under the conversion policy becomes null and void. Should this occur, TIAA will refund any premiums paid for the Employee under the conversion policy.

Benefit Provided. The conversion policy provides only a Monthly Income Benefit. The Monthly Income Benefit maximum under the conversion policy is equal to the Monthly Income Benefit (prior to reduction by the sum of the Benefits From Other Sources) payable under this policy when insurance ceases. Except, the Monthly Income Benefit maximum under the conversion policy will not exceed \$3,000.

RIDER TO THE GROUP POLICY

Saint Louis University

(Policyholder)

D-1048

3

July 1, 1992

(Policy No.)
Effect)

(Rider No.)

(Date Rider Takes

This Rider amends the Group Policy issued by TIAA to the Policyholder named above. It is made a part of the Group Policy on the date this Rider takes effect.

It is agreed that the Group Policy is amended and changed as set forth on the attached page(s).

Teachers Insurance and Annuity Association

Signature of
Policyholder: Saint Louis University

By: _____

Official Title: _____

(Registrar)

1992

RIDER TO THE GROUP POLICY

FOR A TERM OF TOTAL DISABILITY THAT STARTS ON OR AFTER JULY 1, 1992.

PART III: TOTAL DISABILITY BENEFITS, Types of Benefits, the Monthly Income Benefit is amended as follows:

(A) The Monthly Income Benefit

Schedule 1

This Schedule applies to an Employee who is not insured under Schedule 2 and who was employed prior to March 1, 1986.

The Monthly Income Benefit is equal to:

- (1) 60% of the Employee's Monthly Wage Base not to exceed a benefit of \$1,800 per month;

less
- (2) the sum of the Benefits From Other Sources that apply to the same month. (However, in the case of the last benefit payment, TIAA will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in "PART I: DEFINITIONS OF TERMS USED IN THIS POLICY."

In no event will the Monthly Income Benefit be less than: \$50; or if greater, 15% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

Schedule 2

This Schedule applies to an Employee who is not insured under Schedule 1.

The Monthly Income Benefit is equal to:

- (1) 60% of the Employee's Monthly Wage Base not to exceed a benefit of \$15,000 per month;

less

Rider No: 3

Group Policy No: D-1048

Effective Date: July 1, 1992

RIDER TO THE GROUP POLICY (CONT'D)

- (2) the sum of the Benefits From Other Sources that apply to the same month. (However, in the case of the last benefit payment, TIAA will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in "PART I: DEFINITIONS OF TERMS USED IN THIS POLICY."

In no event will the Monthly Income Benefit be less than: \$50; or if greater, 15% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

RIDER TO THE GROUP POLICY

Saint Louis University

(Policyholder)

D-1048

(Policy No.)

4

(Rider No.)

January 1, 1993

(Date Rider Takes Effect)

This Rider amends the Group Policy issued by TIAA to the Policyholder named above. It is made a part of the Group Policy on the date this Rider takes effect.

It is agreed that the Group Policy is amended and changed as set forth on the attached page(s).

Teachers Insurance and Annuity Association

Signature of
Policyholder: Saint Louis University

By: _____

Official Title: _____

(Registrar)

RIDER TO THE GROUP POLICY

FOR A TERM OF TOTAL DISABILITY THAT STARTS ON OR AFTER JANUARY 1, 1993.

PART III: TOTAL DISABILITY BENEFITS, is amended to read as follows:

I. When Benefits Start is amended to read as follows:

When Benefits Start. Benefits will be payable as of the first day following 90 days of continuous Total Disability if:

(A) Total Disability:

- (1) starts while the Employee is insured under this policy; and
- (2) does not result from any cause listed in "PART IV: TOTAL DISABILITIES NOT COVERED"; and

(B) the Employee gives to TIAA Notice of Claim and Proof of Total Disability as set forth in PART VI; and

(C) for payment of The Monthly Annuity Premium Benefit, certain conditions are met. These conditions are set forth in this PART under "Types of Benefits (B)."

If the 91st day of continuous Total Disability does not fall on the first day of a month, the first month's benefits will be a percentage of the full monthly benefits payable. This percentage will be equal to the number of days in the month remaining after the 90th day of continuous Total Disability, divided by the total number of days in that month. Thereafter, benefits are payable on the first day of the month for that month.

No benefits will be payable for the first 90 days of continuous Total Disability.

Except, no benefits will be payable after the first 90 days of continuous Total Disability if the Employee is receiving monthly payments under your sick leave or salary continuation program which equal his or her Monthly Wage Base. Benefits for such an Employee will be payable as of the first of the month after the month in which the last full payment equal to the Monthly Wage Base is payable.

Rider No: 4

Group Policy No: D-1048

Effective Date: January 1, 1993

RIDER TO THE GROUP POLICY (CONT'D)

II. PART III: TOTAL DISABILITY BENEFITS, Types of Benefits, the Monthly Income Benefit and the Monthly Annuity Premium Benefit are amended to read as follows:

(A) The Monthly Income Benefit

Schedule 1

This Schedule applies to an Employee who is not insured under Schedule 2 and who was employed prior to March 1, 1986.

The Monthly Income Benefit is equal to:

- (1) 60% of the Employee's Monthly Wage Base not to exceed a benefit of \$1,800 per month;
less
- (2) the sum of the Benefits From Other Sources that apply to the same month. If the first benefit is payable on a date other than the first day of the month, TIAA will also determine the percentage of Benefits From Other Sources that will apply for that period. (However, in the case of the last benefit payment, TIAA will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in "PART I: DEFINITIONS OF TERMS USED IN THIS POLICY."

In no event will the Monthly Income Benefit be less than: \$50; or if greater, 15% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

Schedule 2

This Schedule applies to an Employee who is not insured under Schedule 1.

The Monthly Income Benefit is equal to:

- (1) 60% of the Employee's Monthly Wage Base not to exceed a benefit of \$15,000 per month;
less
- (2) the sum of the Benefits From Other Sources that apply to the same month. If the first benefit is payable on a date other than the first day of the month, TIAA will also determine the percentage of Benefits From Other Sources that will apply for that period. (However, in the case of the last benefit payment, TIAA will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in "PART I: DEFINITIONS OF TERMS USED IN THIS POLICY."

Rider No: 4

Group Policy No: D-1048

Effective Date: January 1, 1993

RIDER TO THE GROUP POLICY (CONT'D)

In no event will the Monthly Income Benefit be less than: \$50; or if greater, 15% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

Payment of the Monthly Income Benefit. This benefit is payable by TIAA to the Employee as of the 91st day of Total Disability and thereafter as of the first day of each month. Payment is subject to TIAA's right to receive proof of continue Total Disability. TIAA reserves the right to pay any Monthly Income Benefit to any person as trustee for the Employee if the trustee is a person by whom or an institution in which, the Employee is being maintained. Before payment is made to any person as trustee, TIAA must be satisfied that the Employee is not able, for physical or mental reasons, to accept the payment. Such payment will discharge TIAA's obligation for that payment. TIAA will not be liable for the acts or neglects of any trustee to whom payment is made.

- (B) The Monthly Annuity Premium Benefit is equal to a percentage of the Employee's Monthly Wage Base if he or she was participating in your formal retirement plan at the start of Total Disability. It is determined by his or her percentage of contributions to your retirement plan as follows:

<u>Percentage of Employee Contribution</u>	<u>Monthly Annuity Premium Benefit as a Percentage of the Employee's Monthly Wage Base</u>
0%	0%
4%	10%

Six percent (6%) of the Employee's Monthly Wage Base will be paid as a premium remitted on behalf of the Employee under the terms of your retirement plan. It will be credited to the TIAA and College Retirement Equities Fund (CREF) Group Retirement Annuity contracts for the Employee:

- (1) if periodic premiums were being paid at the start of Total Disability under your retirement plan to TIAA and/or CREF Group Retirement Annuity contracts on behalf of the Employee; and
- (2) if all or part of such premiums were being paid by you; and
- (3) as long as the Employee does not elect, at any time during Total Disability, the full retirement or lump sum benefit payable from such TIAA and/or CREF contracts under any option available.